



Financial & Administrative Services Department
Centralized Contracting Division

**P25 REGIONAL USER ACCESS AGREEMENT
GUILFORD METRO 9-1-1 TECHNICAL SERVICES DIVISION/RADIO SERVICES**

INTERLOCAL AGREEMENT FOR ACCESS TO P25 RADIO CORE

THIS INTERLOCAL AGREEMENT FOR ACCESS to the P25 RADIO CORE (the "Agreement") is entered into and made effective as of July 1, 2018, by and between the CITY OF GREENSBORO, a North Carolina municipal corporation ("GREENSBORO"); GUILFORD COUNTY, a political subdivision of the State of North Carolina ("GUILFORD COUNTY"); and the CITY OF THOMASVILLE, a North Carolina municipal corporation ("THOMASVILLE"), also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the CITY OF GREENSBORO, GUILFORD COUNTY and the CITY OF THOMASVILLE will share the usage of a P25 800 MHz trunked radio system Core site;

WHEREAS, GREENSBORO and GUILFORD COUNTY jointly own the 800MHz radio system and have completed the infrastructure necessary for regional voice communications interoperability with the procurement and installation of the P25 Core Site; and,

WHEREAS, the Radio System supports public safety needs and provides service to various City and County departments and other local government entities in the region; and,

WHEREAS, GREENSBORO, GUILFORD COUNTY, and THOMASVILLE recognize the need to ensure that public safety agencies have the communications infrastructure and regional integration to respond in a coordinated, comprehensive manner to local and regional emergencies; and,

WHEREAS, GREENSBORO and GUILFORD COUNTY, as equal (50/50) owners in the System, will share the regional infrastructure revenue received except for the initial administrative costs specific to the Technical Services Division implementation (which shall be paid to GREENSBORO), or specific work requested of a regional user outside of the regional access (which shall be paid to the entity providing the specific work); and,

WHEREAS, GREENSBORO, GUILFORD COUNTY and THOMASVILLE have made the enhancement of homeland security and increased regional interoperability a priority, and such regionalization may be a benefit in securing grant funds for the radio system and to assist with recruitment of regional users for the system; and,

WHEREAS, GREENSBORO, GUILFORD COUNTY, and THOMASVILLE now desire to enter into an Interlocal Agreement to address operation, funding, and future development of the Regional Radio System, and to consolidate operation and management of the Regional Core Site under the CITY OF GREENSBORO; and,

WHEREAS, North Carolina General Statutes 153A-445(a)(1) and 160A-461 authorize GUILFORD COUNTY, GREENSBORO and THOMASVILLE to enter into an Interlocal Agreement regarding consolidation of the Radio System;

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the Parties hereto do mutually agree as follows:

1. **EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A: Service Level Agreement (SLA)

Exhibit B: City of Greensboro Fee Schedule

Each reference to the Agreement shall be deemed to include above referenced Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

Exhibit A

SERVICES LEVEL AGREEMENT

In consideration of the monetary payment hereinafter described, the CITY OF GREENSBORO'S Guilford Metro 911 Department will provide Radio System services for the Core Operations. Such services shall be performed and charged for in accordance with and mutually agree to the following:

- 1) Technical Services Division of the Guilford Metro 911 Department provides ongoing maintenance services of the regional core for radio equipment throughout the Guilford Metro 911 network of agencies.
- 2) Radio System services are provided by Guilford Metro 911 (Technical Services Division) to participating agencies on a basis of 24 hours a day, seven days a week, 365 days a year.
- 3) Services are provided in response to system outages that affect the dispatch or operation of Public Safety entities or governmental business.
- 4) The fixed infrastructure of the 800 MHz system will be managed and maintained professionally and efficiently by Technical Services. Repairs to the system will be made as quickly as possible in the event of an outage that affects service. Technicians will begin to troubleshoot any system or console (used for dispatch) as soon as practicable after being notified by public safety entities.
- 5) Technical Services will provide technical expertise and advice in the programming, selection, and operation of any item under Contract.
- 6) Technical Services will maintain all system databases and user information to the best of their ability.
- 7) The regional access covered under this Agreement may be adjusted by the core systems owners (CITY OF GREENSBORO and GUILFORD COUNTY). The increase in any given year will be provided with an explanation for the increase and regional agencies will be given a six (6) month advance notice prior to the beginning of a new fiscal year.

- 8) The CITY OF GREENSBORO will invoice the regional user annually or quarterly (on the preference of the regional user) beginning on or about July 1, 2018. Thereafter, in all future Agreements, the CITY OF GREENSBORO will invoice annually or quarterly (on the preference of the regional user) beginning on or about July 1st for contracted maintenance services. The CITY OF GREENSBORO will also provide a copy of the invoices to GUILFORD COUNTY. The regional user will be responsible for payment of this amount within 30 days following invoice from the CITY OF GREENSBORO.
- 9) The CITY OF GREENSBORO will invoice the regional user quarterly for any items not covered under Contract. The regional user will be responsible for payment of this amount within thirty (30) days following invoice from the CITY OF GREENSBORO.

The labor is borne solely by the CITY OF GREENSBORO and the CITY OF GREENSBORO receives the reimbursement. The only split GUILFORD COUNTY receives is 50% of the system fees paid by subscribers.

- 10) The CITY OF GREENSBORO will direct 50% of the regional agreement proceeds to GUILFORD COUNTY within 30 days of receipt from the regional user.
- 11) WHEREAS, this Agreement is intended by the Parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties.
- 12) In the event that any Party to this Agreement wishes to terminate this Agreement, it shall deliver to all other Parties written notice sixty (60) days in advance of the date of desired termination. Written notice shall be delivered to the CITY OF GREENSBORO and GUILFORD COUNTY at the attention of:

Lewis Cheatham, Technical Services Division Manager
Guilford Metro 911
1901 Midway Street
Greensboro, NC 27403
(336) 373-7714
Lewis.cheatham@greensboro-nc.gov

- 13) The CITY OF THOMASVILLE agrees with the following disclaimer:

The CITY OF GREENSBORO reserves the right to manage and maintain the system as it sees fit and in a manner that best suits the collective needs of the network agencies using the system. The CITY OF GREENSBORO will not unreasonably withhold any service at any time that will negatively disrupt the operation of any user. The CITY OF GREENSBORO, however, will do occasional testing, reprogramming, and modifications to the system that will disrupt service. Technical Services will work with all users to make any disruption as minimal as possible, and will work to correct all disruptions as soon as is practicable.

(The remainder of this page is intentionally left blank.)

Attachment B - Fee Schedule (Regional User)

Administrative Fee (One Time)	\$ 5500		
		Monthly	Annual
Regional Access Fee per unit	\$15.00		\$180.00
Miscellaneous Labor (per hour)	\$55.00		
Consoles Access	\$45.00		\$540.00

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers, in triplicate originals on the date written above.

Regional Agency: CITY OF THOMASVILLE

Recommended by: _____
Director, Regional Agency

Printed Name: _____

W. Kelly Craver **Date**
Thomasville City Manager

Wendy Martin **Date**
Thomasville City Clerk

(CITY SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Tony Jarrett **Date**
Thomasville City Finance Director

APPROVED AS TO FORM:

Thomasville City Attorney **Date**

Printed Name: _____

Government Agency: GUILFORD COUNTY

Recommended by: _____
Jim Albright **Date**
Guilford County Emergency Services Director

GUILFORD COUNTY

ATTEST:

Marty K. Lawing **Date**
Guilford County Manager

Robin B. Keller **Date**
Guilford County Clerk to Board

(COUNTY SEAL)

APPROVED AS TO CONTENT:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Jim Albright **Date**
Guilford County Emergency Services Department

Harley Will **Date**
Interim Guilford County Finance Director

Government Agency: CITY OF GREENSBORO

Recommended by: _____
Lewis Cheatham Date
Manager, Technical Services-Guilford Metro 911

Recommended by: _____
Melanie Neal Date
Director, Guilford Metro 911

CITY OF GREENSBORO

ATTEST:

David Parrish Date
Interim Greensboro City Manager

Betsey Richardson Date
Greensboro City Clerk

(CITY SEAL)

This instrument has been preaudited in the
manner required by the Local Government
Budget and Fiscal Control Act.

Deputy Finance Officer Date
Printed Name: _____

APPROVED AS TO FORM:

Tom Carruthers Date
City Attorney